

BILL NO. S-76-06-03

SPECIAL ORDINANCE NO. S-*Withdrawn*

AN ORDINANCE approving a lease for a portion of the Martin Luther King East Central Neighborhood Center.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Lease between the City of Fort Wayne, by and through its Mayor and the Martin Luther King Center and the East Central Neighborhood Association for leasing the following described real estate in the City of Fort Wayne, Indiana, to-wit:

That portion of the structure commonly known as the Martin Luther King Center, at 1215 Harmar Street, Fort Wayne, Indiana, which portion is described as a portion of the southerly two-story structure, connected to the principal (northerly) structure by an enclosed corridor-way, comprising one room on the first floor thereof being an ante-room, and comprising five rooms on the second floor thereof being four offices and toilet facilities, together with access and egress thereto,

for the sum of \$5,400 for the initial 27 months terms, commencing on the first day of April, 1976, all as more particularly set forth in said Lease which is on file in the Department of Community Development and Planning and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and legal publication.

Vivian A. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY.

[Signature]
CITY ATTORNEY

Read the first time in full and in motion by V. Schmidt, seconded by Talarico, and duly adopted. read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 6-8-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage.
Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BURNS	_____	_____	_____	_____	_____
HINGA	_____	_____	_____	_____	_____
HUNTER	_____	_____	_____	_____	_____
MOSES	_____	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	_____	_____
SCHMIDT, D.	_____	_____	_____	_____	_____
SCHMIDT, V.	_____	_____	_____	_____	_____
STIER	_____	_____	_____	_____	_____
TALARICO	_____	_____	_____	_____	_____

DATE: _____

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. _____ on the _____ day of _____, 197____.

ATTEST: (SEAL)

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 197____, at the hour of _____ o'clock _____ M., E.S.T.

CITY CLERK

Approved and signed by me this _____ day of _____, 197____, at the hour of _____ o'clock _____ M., E.S.T.

Bill No. S-76-06-03

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a lease for a portion of the Martin Luther King East Central
Neighborhood Center

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Withdrew PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Hinga

Vivian G. Schmidt
Paul M. Burns

LEASE FOR A PORTION OF THE
MARTIN LUTHER KING
EAST CENTRAL NEIGHBORHOOD CENTER

WHEREAS, the Martin Luther King Center is the owner of land and structure located at 1215 Harmar Street, in the City of Fort Wayne; and

WHEREAS said Martin Luther King Center is located in that area comprising and served by the East Central Neighborhood Association, a representative citizen organization, formed and operating for the benefit of the residents and property owners with the said East Central area, and

WHEREAS on or about the 31st. day of January 1976, the East Central Neighborhood Association designated said Martin Luther King Center as the East Central Neighborhood Center and the Board of Directors of said Martin Luther King Center have agreed to make the same available for use as a Community Center; and

WHEREAS the parties hereto desire to enter into an agreement providing, inter alia, for the leasing, renovation, occupancy and maintenance of the Community Center.

NOW THEREFORE, the parties hereto mutually covenant and agree, each with the others, as follows:

LEASE

This agreement shall constitute a lease between

The Martin Luther King Center, a not-for-profit corporation, having its principal office at 1215 Harmar Street, Fort Wayne, Indiana, acting by and through its Board of Directors hereinafter called "Owner"; and

AND

The East Central Neighborhood Association, a not-for-profit unincorporated association, whose membership is comprised of residents, businesses and property owners within the East Central area, hereinafter called "Association",

AND

The City of Fort Wayne, a municipal corporation, having its principal office at the City-County Building, One Main Street, Fort Wayne, Indiana, and hereinafter called "City".

WITNESSETH:

The Martin Luther King Center, as owners, in consideration of the rents, covenants and agreements herein contained, does hereby lease to the said City, as Lessee, for the use and benefit of the Association, the following described real estate in the City of Fort Wayne, County of Allen and State of Indiana, more particularly described as:

That portion of the structure commonly known as the Martin Luther King Center, at 1215 Harmar Street, Fort Wayne, Indiana, which portion is described as a portion of the southerly two-story structure, connected to the principal (northerly) structure by an enclosed corridor-way, comprising one room on the first floor thereof being an ante-room, and comprising five rooms on the second floor thereof being four offices and toilet facilities, together with access and egress thereto.

TO HAVE AND TO HOLD, unto the said Lessee, its successors and assigns for an initial term of twenty-seven (27) months, commencing on the first day of April 1976, and ending on the 30th. day of June 1978, and granting to the City, its successors and assigns the right to extend the term of this lease on an annual basis, the first annual renewal term commencing on the first day of July 1978, and each succeeding annual term commencing on the first day of July in each year thereafter, but in no event shall there be, under the term of this lease, as executed or as the same may be amended, extended or modified, more than two (2) consecutive, successive annual renewal terms, intending hereby that in no event shall the term and occupancy hereunder extend beyond June 30, 1980, such renewal terms, however, being subject to the following provision: that if, at any time during the initial term, or any annual renewal term hereunder, said City, as evidenced by resolution of the Common Council of said City shall deem that damage has occurred to the real estate so as to render the leased premises uninhabitable, or that such premises are not being used for the purposes which this lease and agreement intend, to wit: as a Community Center for the benefit of the residents and property owners of the East Central area or that such premises are not available and/or the programs and services operated and provided herein are not available without regard to race, color, national origin or sex, said lease may be forthwith

terminated, on such terms and conditions as Council shall deem advisable, and all obligations of the Lessee hereunder shall thereupon cease and determine.

Provided however, that in the event of termination as hereinabove provided during the initial term, the lump sum rental payment shall not be prorated.

All notices, required by this lease, to be sent to the City, if deliverable by mail, or personally, shall be addressed and delivered to:

City Clerk
City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802

or to such other office, address or person as the City may designate in writing.

The premises herein leased are to be used for the following and similar purposes:

1. As a neighborhood facility in which programs and activities are conducted for the benefit of the residents and property owners of the East Central area: and
2. As office space for the East Central Association, other citizen groups, and governmental services that affect the East Central Neighborhood area.

Provided however, that such premises shall be used and occupied under the following terms and conditions:

- A. The Association and/or any sublessee, or assignee shall not, under any program or activity operated or conducted within said premises, directly or indirectly or through contractual or other arrangements, on the ground of race, color, national origin or sex:
 1. Deny any facilities, services, financial aid or other benefits provided under the program or activity.
 2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
 3. Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

4. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
 5. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
 6. Deny any opportunity to participate in a program or activity as an employee.
 7. Further, that the Association and/or any sublessee, or assignee may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.
- B. In case the building on said premises, or any substantial part of said premises, without any fault or neglect of either party, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, then this lease or any renewal thereof, may be cancelled or terminated by either party at their election.
- C. That the renewals of this lease, as hereinabove provided shall not be effective and there shall be no obligation or rights thereunder unless the City shall, at least thirty (30) days prior to the expiration of the then current term, notify the owner, in writing, of its intention to renew this lease.
- No holding over by Lessee hereunder shall constitute a renewal or extension of the terms of this lease.
- D. There shall be formed a joint Committee consisting, at least, of representatives of the East Central Neighborhood Association and the Board of Directors of the Martin Luther King Center.

Owners agree that it will allow the City to make such renovations and repairs, remodeling and improvement to the structure so as to make the same usable for the purposes hereinabove specified. Such work shall be determined by the Joint Committee, and approved by the City, as to the scope, cost estimate and financial

responsibility for the work to be accomplished.

- (a) For the initial work of restoring the heating system this shall be the responsibility of the Owner who shall contract for the work to be done;
- (b) For further renovation work, it shall be accomplished by contractors, under contract to the City of Fort Wayne, and the cost thereof, to the extent agreed to by the Joint Committee and approved by the membership of the East Central Neighborhood Association, and as agreed to by the City as evidenced by written approval of the Mayor, shall be paid by the City from Community Development Block Grant funds; ~~only, chargeable against the capital improvements and public facilities budget allocation to the East Central Neighborhood.~~

Owner, for itself, and for its successors and assigns, hereby covenants and agrees with Lessee that said lessee, paying the rents, and keeping and performing the covenants of this lease on its part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy said premises during said term, without any hindrance or molestation by Owner or any person or persons lawfully claiming under him, and Owner shall pay all taxes and assessments levied against the leased premises, if any; Owner further agrees to keep all structural portions of the said premises, including foundation, walls, floors, stairways, roof and exterior portions thereof, in good repair and order and Owner shall have access to said premises at any reasonable time to make said repairs; provided, however, that Owner shall not be liable to Lessee for any damage or injury to Lessee or to its property, or to third persons or to the property of third persons occasioned by the failure of Owner to keep said premises in repair.

Owner shall pay all utility costs for services to the premises during the term of this lease, and the City shall, for the benefit of the Association reimburse the Owner for those utility costs, exclusive of telephone, occasioned by the occupation of that portion of the premises herein leased by the Association and/or its sub-lessees and/or program operations; provided, however, that such reimbursement should not exceed \$50.00 per month nor be less than \$25.00 per month, for such months as the Association shall utilize and/or occupy the leased premises, during the term or renewal terms hereof.

Such reimbursement shall be made on claim of the owners against the City in such manner as claims are generally and usually made. Such reimbursements should be made not more often than monthly.

Lessee will permit the Owner, or its agents to enter upon said premises at all reasonable times to examine the conditions thereof.

The City agrees to pay rental for the leased premises as follows:

For the initial twenty-seven (27) months term, commencing on the first day of April 1976, the sum of five-thousand four hundred and no/100 dollars (\$5,400.00), and

For each annual renewal term, the first commencing on the first day of July 1978, the sum of two-thousand four hundred and no/100 dollars (\$2,400.00).

Such rental shall be payable as follows:

The initial term rent (\$5,400) shall be payable at the time of the execution of this agreement but no later than May 1, 1976 in one lump-sum payment;

Each renewal term rent (\$2,400) shall be payable at the time that the notice is given by the Lessee that it intends to exercise its option to renew for the next successive annual renewal term. If said rent, or any part thereof, shall at any time be in arrears and unpaid and without any demand being made therefore, or if said City or Association or their assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease, on their part to be kept and performed, and such default is not cured within thirty (30) days after written notice from Owner setting forth the nature of such default, the Owner may terminate this lease and all rights and obligations hereunder shall cease and determine. This lease, and the covenants herein contained, shall extend to and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands
and seals this _____ day of _____, 19 ____.

CITY OF FORT WAYNE

By Robert E. Armstrong (Seal)
Robert E. Armstrong, Its Mayor

ATTEST:

Charles W. Westerman
City Clerk

EAST CENTRAL NEIGHBORHOOD ASSOCIATION

By James R. Whitefield (Seal)
James R. Whitefield, Its President

ATTEST:

Bonnie Andrews
Secretary

MARTIN LUTHER KING CENTER

By Thomas J. Jones (Seal)
Thomas J. Jones, Its President

ATTEST:

Ronald V. Merson
Secretary

Prepared by:
William Salin
City Attorney

Admn. Appr. _____

DIGEST SHEET

Hold
7-13-76
S-76-06-03

TITLE OF ORDINANCE Resolution

DEPARTMENT REQUESTING ORDINANCE Community Development and Planning

SYNOPSIS OF ORDINANCE Approves a lease by the City of Fort Wayne on behalf of the East Central Neighborhood Association of a portion of the Martin Luther King Center for neighborhood activities at a lump rental of \$5,400 for twenty-seven (27) months.

EFFECT OF PASSAGE Lease approved

EFFECT OF NON-PASSAGE Lease not approved

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Entire cost of lease, \$5,400, to be spent from Community Development Grant fund.

ASSIGNED TO COMMITTEE (J.N.) Finance *J. H. H.*

DATE SUBMITTED: _____